



GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

NO. 158] CHANDIGARH, FRIDAY, NOVEMBER 08, 2024 (KARTIKA 17, 1946 SAKA)

CHANDIGARH ADMINISTRATION
(ESTATE DEPARTMENT)

Notification

The 6th November, 2024

No. 10/3/2-UTFI(I)/2024/16817.—In exercise of the powers conferred by Sub-Section (2) of Section 21 of the Capital of Punjab (Development and Regulation) Act, 1952, I, Mandip Singh Brar, IAS, Chief Administrator, Union Territory, Chandigarh hereby delegate powers exercisable by me for implementation of Chandigarh Advertisement Control Order, 1954 to Sh. Amit Kumar, IAS, Commissioner, Municipal Corporation, Chandigarh with immediate effect, for day to day implementation of the said Control Order.

Chandigarh :
The 5th November, 2024.

MANDIP SINGH BRAR, IAS,
Chief Administrator,
Chandigarh Administration.

Signature Not Verified
Digitally signed by
Jalinder Kumar
Date: 2024.11.08
15:28:42 IST
Reason: Published
Location:

(2327)

*This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>*

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 1st November, 2024

No. 13/2/165-HII(2)-2024/16594.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **36/2020** dated **30.08.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KULBHUSHAN BALI S/O LT. SH. MILKHI RAM, R/O HOUSE NO. 1105/A, SECTOR 40-B, CHANDIGARH. (Workman)

AND

UNIVERSAL CORPORATION LIMITED, SIKKIM COMMERCE HOUSE (THROUGH ITS OWNER/DIRECTORS/PROPRIETORS/MANAGER)

ADDRESS (1): CORP. OFFICE:SCO - 181/37, INDUSTRIAL AREA, PHASE - 1, CHANDIGARH.
ADDRESS (2): REG.OFFICE: 4/1, MIDDLETOWN STREET, KULKATA-700071.(Management)

AWARD

1. Kulbhushan Bali, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that respondent (*here-in-after 'management'*) is manufacturer and seller of mother & child care, adult incontinence care, personal care & home appliances, food and other products. The applicant-workman (*here-in-after 'workman'*) was appointed as Sales Officer on 14.07.2015 at Chandigarh location by the management and was assigned the work to collect order from shops. Hence, the workman is a 'workman' defined under Section 2(s) of the ID Act. The daily timing of the workman was from 9:00 A.M. to 6:00 P.M. with weekly off. The work of the workman was controlled, supervised and assessed by management's Area Sales Manager (ASM). The personal file, record of leaves etc. of the workman was maintained by the Human Resource Department. The workman was being paid salary as after deduction of provident fund (PF), Employees' State Insurance (ESI), the workman was receiving an amount of about ₹16,309/- per month wages at the time removal of his service. The workman had not been paid salary for the month of November, 2019 and has not been paid expenses of October, 2019 and November, 2019. The work & conduct of the workman, while in service was unblemished and satisfactory. Neither any charge sheet was served to him nor any inquiry was conducted against him for any misconduct during whole tenure of his service. On 14.11.2019 the workman was mailed by Assistant HR Manager of the management that his services are no more required by the company and asked the workman not to come on duty from the next day and also to resign from his service, otherwise the services of the workman will be terminated. The management illegally, arbitrarily and malafidely terminated the services of the workman all of a sudden without following the mandatory procedure laid down under the provisions of the ID Act. The work on which the workman was deputed is still going on being regular work. While terminating the services of the workman the management neither issued prior notice nor paid wages in lieu of notice period and thus violated various provisions of the ID Act. The workman has completed 240 days in the 12 calendar months preceding termination. Previously the workman submitted demand notice to the management. Before the Assistant Labour

Commissioner-cum-Conciliation Officer, U.T. Chandigarh the management appeared once before the Conciliation Officer during whole of the proceedings. The conciliation proceedings failed. Accordingly, Conciliation Officer vide letter Memo No.924 dated 26.02.2020 advised the workman to refer Section 2A of the ID Act. Hence, this claim. Prayer is made that the workman may be reinstated with continuity of service along with full back wages and consequential benefits.

3. On notice, the management appeared through Shri Prem Chand Kartaria - Regional Commercial Manager and Shri Suraj Kumar - Branch-In-Charge of company M/s Universal Corporation Limited. On dated 26.03.2021 joint authority letter of the management in favour of Shri Prem Chand Kartaria - Regional Commercial Manager and Shri Suraj Kumar - Branch-In-Charge was filed along with undated and unsigned written reply / statement incorporating point 5 to point 9. It is pertinent to mention here that the written reply / statement does not bear the name and designation of the official / person, who has filed the same.

4. In the written reply / statement, it is stated that obligation against not paying Kulbhushan salary for the month of November, 2019 and expenses as per bill is not accepted as Universal has always approached Kulbhushan to pay all his dues and till date ready to pay the amount. The cheque details are enclosed as Annexure 'A' and full & final settlement as Annexure 'B'. It is further stated that Kulbhushan Bali has consistently manipulated his duties in every manner and always sent fake reports to his reporting Manager as well as the organisation in-spite getting full salary and expenses every month. Moreover, company was kind enough to provide him increment time to time. His reporting Manager Mr. Deepak Dhawan (ASM) has sent him written warning mails at every interval in-spite of which also he never rectified himself and has done some manipulation repeatedly. First warning mail sent by his reporting on 11th August, 2017, 2nd and 3rd warning mail was sent against him on 05th November, 2018, which are enclosed as Annexure 'D' & 'E' and also whatsapp conversation on 25th September, 2018 between Kulbhushan Bali and his reporting Manager, wherein his fake reporting captured, which is enclosed as Annexure 'F'. Kulbhushan Bali stopped coming to his duties since 7th November, 2019 and also stopped communicating his Reporting Manager. Organisation has tried contacting several times over phone. However, he did not respond and ultimately, it was assumed that he does not want to continue in service. His system-based attendance report is enclosed as Annexure 'G'. Kulbhushan Bali has never turned up after 7th November, 2019 and as a normal practice, no Organisation will continue any employee's service who is absconding and not deliverable. After providing several warning mails and messages, Kulbhushan has not rectified himself and repeatedly committed the same manipulation and those written warning mails could be considered as a pre-notice to any employee's termination of service. Refer to Annexures 'C', 'D', 'E' & 'F', it was clearly mentioned in his reporting Manager's warning mail dated 11th August, 2017 that if does not stop his mal-practices, company may terminate him with immediate effect and same mistake repeated even after. It is further stated that for any integrity issue, no organisation is liable to provide and full & final amount to the accused employee, however, Universal is kind enough to clear Kulbhushan's legitimate dues in the form of F&F on humanitarian grounds even after knowing the fact that he has breached the contract. Prayer is made that in view of the facts and based on the attached evidence, the workman's case may be dismissed and he may be warned not to dilute company's brand image and value.

5. Workman filed rejoinder wherein the contents of the written reply / statement are denied as wrong. It is stated that for outstanding performance and achievement done by the workman, on 01.01.2019 the management gave increment to the workman and increment letter is enclosed vide Annexure 'AR1'.

6. From the pleadings of the parties, following issues were framed vide order dated 13.07.2021 :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

7. In evidence workman Kulbhushan Bali examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with documents Exhibit 'W1' to Exhibit 'W9' and Exhibit 'AW1/B' along with Mark 'A'.

Exhibit 'W1' is attested copy of bank statement w.e.f. 01.11.2019 to 15.11.2019 issued by ICICI Bank, Branch Sector 36, Chandigarh.

Exhibit 'W2' is copy of increment letter dated 01.01.2019 issued by Universal Corp. Ltd. to the workman.

Exhibit 'W3' is copy of e-mail communication dated 06.11.2019.

Exhibit 'W4' is copy of e-mail communication dated 09.11.2019.

Exhibit 'W5' is copy of e-mail communication dated 11.11.2019.

Exhibit 'W6' is copy of e-mail communication dated 14.11.2019.

Exhibit 'W7' is copy of e-mail communication dated 15.11.2019.

Exhibit 'W8' is copy of postal receipt dated 21.11.2019.

Exhibit 'W9' is copy of demand notice failure report vide Memo No.924 dated 26.02.2020 issued by Assistant Labour Commissioner-cum-Conciliation Officer, Chandigarh.

Exhibit 'AW1/B' is Certificate under Section 65-B of Indian Evidence Act with regard to e-mail communication Exhibit 'W3' to Exhibit 'W7'.

Mark 'A' is copy of offer letter dated 09.07.2015 issued by Universal Corporation Ltd. to the workman.

Mark 'B' is copy of demand notice dated 21.11.2019 raised by workman to Universal Corporation Ltd. and Assistant Labour Commissioner-cum-Conciliation Officer as Mark-B,

8. On 09.10.2023 Learned Representative for the workman closed evidence in affirmative.

9. On the other hand, management examined MW1 Shakul Thakur - Authorised Representative of M/s Universal Corporation Limited, who tendered his affidavit Exhibit 'MW1/A' along with original of Board Resolution dated 02.01.2024 vide Exhibit 'M1'. Cross-examination of MW1 was deferred on request of Learned Representative for the workman for non-supply of advance copy of affidavit. Copy was supplied on the same day. Thereafter the management did not present MW1 in the witness box for cross-examination. Learned Representative for the management vide his statement dated 14.08.2024 gave up MW1 Shakul Thakur as he has left the job from the management-company.

10. Management examined MW2 Dixit Kumar - Authorised Representative of M/s Universal Corporation Limited, who tendered his affidavit Exhibit 'MW2/A' along with hard copy of e-mail dated 05.11.2019 vide Exhibit 'M1'. In cross-examination of MW2 the workman had put offer letter dated 09.07.2015 / **Exhibit 'W10'** and letter dated 15.07.2015 / **Exhibit 'W11'**. On 14.08.2024 Learned Representative for the management closed oral evidence. On 27.08.2024 Learned Representative for the management tendered copies of documents i.e. e-mail dated 27.09.2019 from Kulbhush Bali to Sanjeev Raina on the subject 'Re: Re:Working issue' vide **Mark 'Y'** and e-mail dated 15.11.2019 from Sanjeev K. Raina to Sayantini Dutta on the subject 'FW: Re: Working issue - Kulbushan Bali-E1875 vide **Mark 'Z'** (colly., containing page 1 to 7). On 29.08.2024 Learned Representative for the management closed documentary evidence.\

11. I have heard the arguments of Learned Representatives for the parties, gone through the written synopsis filed by the management and perused the judicial file. My issue-wise findings are as below :-

Issue No. 1 :

12. Onus to prove this issue is on the workman.

13. Under this issue workman Kulbhushan Bali examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim application in toto, which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'W1' to Exhibit 'W9' and certificate under Section 65B of Indian Evidence Act Exhibit 'AW1/B' in support of documents Exhibit 'W3' to Exhibit 'W7'.

14. On the other hand, management examined MW2 Satish Kumar - Authorised Representative of Universal Corporation Limited, who vide his affidavit Exhibit 'MW2/A' deposed that he is authorised Representative of M/s Universal Corporation Limited, Delhi and in that official capacity has gone through the complete record of the case. He is authorised to depose in this case vide Board resolution dated 02.01.2024 vide Exhibit 'MW2/1' (in affidavit written as Exhibit 'M1' and the same was ordered to be read as Exhibit 'MW2/1', in order to avoid any ambiguity, while recording testimony of MW2). MW2 further deposed that the workman is an obstructionist employee as he has not been working in sync with the requirement of the job. In fact, company was kind enough to provide him increment time to time. The workman has consistently manipulated his duties and sent fake reports to his Reporting Manager as well as Organisation in spite of getting full salary and expenses every month. Numerous warning letters / mails and notices served upon the workman by his Reporting Manager, Mr. Deepak Dhawan (ASM) but he did not mend his ways and never rectified himself. In the affidavit it is mentioned that copy of warning letter / mails dated 11.08.2017 and 05.11.2018 are Annexed (the exhibit number of the same is left blank). It is further deposed that the workman never turned up for his duties after 07.11.2019 and also stopped communicating his Reporting Manager. The company tried to contact him telephonically several times but the workman did not respond and ultimately the management terminated the services of the workman. After discontinuing the services of the workman, the management tried to contact the workman for his full & final settlement. The management is always ready and willing to pay the legitimate dues in the form of full & final amount to the workman, despite knowing the fact that the workman has breached the contract of employment. In affidavit it is stated that copy of cheque is annexed (the exhibit number of the same is left blank). MW2 further deposed that the workman is not entitled to any relief whatsoever and his claim deserves to be dismissed. MW2 supported his oral version with hard copy of e-mail dated 05.11.2019 vide Exhibit 'M1'.

15. From the oral as well as documentary evidence led by the parties, it comes out that undisputedly the workman was appointed as Sales Officer w.e.f. 14.07.2015 by the management vide offer letter dated 09.07.2015 / Exhibit 'W10' at Chandigarh location on CTC basis ₹1,79,000/-. Undisputedly, the workman was assigned the work to collect order from the retail shops and ensure delivery of same and also to promote the goods of the management within shops / market by display etc. Admittedly, the workman was issued appointment letter dated 15.07.2015 as Sales Officer based at Chandigarh effective from 15.07.2015 vide Exhibit 'W11'. In this regard MW2 when put to cross-examination admitted as correct that offer letter dated 09.07.2015 / Exhibit 'W10' and letter dated 15.07.2015 / Exhibit 'W11' were issued by the management-company and the area of posting mentioned in the offer letter Exhibit 'W10' was never changed during the tenure of employment of the workman. Undisputedly, the workman remained in continuous employment of management from 14.07.2015 up to 13.11.2019. Workman has alleged that on 14.11.2019, Assistant HR Manager of management-company through e-mail intimated him that his services were no more required and he was told not to come on duty from the next day and also to resign from service, otherwise his services will be terminated. On the other hand, management has taken the plea that Kulbhushan Bali - workman stopped coming on duties since 07.11.2019 and stopped communicating his Reporting Manager. Organisation has been contacting him several times over phone but he did not respond and ultimately, it was assumed that the workman does not want to continue

his service. Learned Representative for the management argued that the workman was found guilty of submitting fake reports. It is further argued by Learned Representative for the management that the workman admitted his mistake and felt apologetic for the same through e-mail dated 10.08.2017 / Mark 'X'. Besides, the management through e-mail dated 11.08.2017 warned the workman not to repeat such mistakes in future. Apart from that the workman was issued warning letters through e-mail dated 05.09.2018 for fake reporting and instructed him to send selfies at the beginning and end of the market tours as a measure to monitor genuineness of his visiting market. Again, the management issued warning letter / e-mail dated 24.09.2019 regarding his performance and questioning that why he did not visit the Nagal market for the past 8 months. In response, the workman admitted his negligence, expressed regret and assured improvement in future but the workman did not mend his ways. To support his arguments, Learned Representative for the management referred cross-examination of AW1 where he admitted as correct that Area Sales Manager Sanjeev Kumar Raina has sent e-mail dated 05.11.2019 to Neeraj Bisht regarding his alleged conduct and copy of same is Exhibit 'M1'.

16. To my opinion, as far as e-mail dated 11.08.2017 / Mark 'X' is concerned, the same was put to workman / AW1 in his cross-examination and AW1 in cross-examination denied the suggestion as wrong that he has sent e-mail Mark 'X' to the Area Manager. As far as e-mail dated 27.09.2019 / Mark 'Y' and e-mail dated 15.11.2019 / Mark 'Z' are concerned, the same are not put to AW1 in his cross-examination. Besides, e-mails Mark 'X' to Mark 'Z' are not exhibited being not sufficiently proved into evidence as required under the Indian Evidence Act. As far as e-mail dated 05.11.2019 / Exhibit 'M1' is concerned, the same is communication between Area Sales Manager, Sanjeev Kumar Raina and Neeraj Bisht. The alleged conduct of the workman discussed in e-mail Exhibit 'M1' was never brought to the notice of the workman, thus the same is insignificant. On the other hand, e-mails dated 06.11.2019 / Exhibit 'W3', 09.11.2019 / Exhibit 'W4' and 11.11.2019 / Exhibit 'W5' would support the workman's plea that on 06.11.2019 at 3:00 P.M., the mobile application provided by the management stopped functioning and the workman was unable to login and this fact was brought to the notice of the management by the workman. E-mail dated 14.11.2019 / Exhibit 'W6' would prove that the management discontinued the service of the workman on the ground of breach of contract. E-mail dated 14.11.2019 / Exhibit 'W6' is not disputed or controverted by the management in cross-examination of workman / AW1. In view of e-mail dated 14.11.2019 / Exhibit 'W6', the management's plea that it never terminated the services of the workman stands falsified and the management's plea that the workman himself discontinued the services of the workman as he was not fulfilling his targets, also stand disproved. For better appreciation contents of e-mail dated 14.11.2019 / Exhibit 'W6' are reproduced as below :-

"I would like to bring to your notice that every employee is supposed to maintain Code of Conduct of the company. If there was any such genuine problem it should have been brought to notice by you only rather we finding out your misconduct. Moreover it is not the 1st time that we have found you doing so but many times and no such verbal warnings had any difference on you. We would like to discontinue with you on this condition of Breach of Contract."

17. If the management's plea that the workman was guilty of misconduct is believed as true, in that situation, it was bounded duty of the management to initiate disciplinary proceedings against the workman to terminate his services. In the present case, the management did not initiate any disciplinary proceedings against the workman. MW2 when put to cross-examination stated that when the workman allegedly did not report on duty after 07.11.2019, then the management did not issue any letter to the workman calling him to rejoin duty. MW1 in his cross-examination further stated that the workman never issued any show cause notice, charge sheet against alleged misconduct of the workman. To such circumstances, the judgment of Division Bench of the Hon'ble High Court of Punjab & Haryana titled as **O.K. Play India Limited Versus Raj Kumar & Another**, reported in **2015(29) SCT 301**, referred by Learned Representative for the workman is applicable to the facts of the present case to an extent where in para 12 it is held as below :-

"12. By absenting from their duties, the Workmen might have committed misconduct because when an employee absents from duty unauthorisedly, he, indisputably,

commits misconduct. A domestic enquiry is, therefore, required to be initiated. The order of termination/discharge is not a substitute for an order of punishment. If an employee is to be dismissed from service on the ground that he had committed misconduct, he is entitled to an opportunity of hearing. Had such an opportunity of hearing been given to them, the Workmen could have shown that there were compelling reason for their not reporting on duty. Even a minor punishment could have been granted. The Management, however, precipitated the situation by passing a hasty order termination of their LPA Nos.939 to 944 of 2013 6 services by striking off their names from its rolls. Thus, finding of the Labour Court, as affirmed by the learned Single Judge, that services of the Workmen were illegally terminated, does not call for inference."

18. The workman has remained in employment of the management from 14.07.2015 to 13.11.2019. The workman has completed continuous service of 240 days in 12 calendar months preceding termination. The management has contested the termination claiming that workman voluntarily abandoned the services. Since the workman fulfilled the requirement of Section 25B of the ID Act, therefore, the management's plea of abandonment cannot be accepted in the absence of any inquiry. Thus, the order of termination of services of the workman without following the mandate of Section 25F of the ID Act is illegal. In the claim statement and during his testimony, the workman has not pleaded that after termination of his services till date he remained unemployed.

19. In view of the reasons recorded above, termination of services of the workman w.e.f. 14.11.2019 is illegal and hereby set aside. The workman is held entitled to reinstatement with continuity of service and 25% back wages.

20. Accordingly, this issue is decided in favour of the workman and against the management.

Relief :

21. In the view of finding on the issue above, this industrial dispute is allowed. The workman is held entitled to reinstatement with continuity of service and 25% back wages. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this Award till its realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 30.08.2024

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Surinder Singh S/o Lakhmir Singh # 88, Village Khuda Jassu, Chandigarh, is hereby declare that in my documents my father's name wrongly entered as Lakhvir Singh instead of correct name Lakhmir Singh. In Future my father's name may be treated as Lakhmir Singh for all purposes.

[1654-1]

I, Sunita Kumari W/o Bharat Ravidass R/o H. No. 3337, Near Sampark, Sector 35-D, Chandigarh, have changed my name from Sunita Kumari to Sunita Ravidass.

[1655-1]

I, Sandeep Kumar S/o Parshu Ram R/o H. No. 2009/33, chandigarh my name from Sandeep Kumar to Sandeep Biwal.

[1656-1]

I, Vikram Singh S/o Shri Darshan Das R/o # 2288/3, Sector 45-C, Chandigarh, have changed my name from Vikram Singh to Vipran Chauhan.

[1657-1]

I, Guddu D/o Mandhir Kumar # 2380, Sector 44-C, Chandigarh, have changed my name from Guddu to Manya.

[1658-1]

I, Kamaljit Singh Dhunna S/o Mann Singh, R/o # 5271-A, Sector 38 (West), Chandigarh-160036 have changed my name to Kamaljit Singh.

[1659-1]

I, Rupinderjit Kaur W/o Karnail Singh Sandhu R/o # 592, Sector 10-D, Chandigarh UT have changed my name from Rupinderjit Kaur to Roopinder Mann. All concerned please note.

[1660-1]

I, Karamjeet Singh S/o Gurdeep Singh R/o # 455, Sector 22-A, Chandigarh, have changed my minor son's name from Amrit Rai to Amrit Veer Singh.

[1661-1]

I, Sarvjeet Singh S/o Mohinder Singh R/o 2834, Sector 42-C, Chandigarh. I have changed my name from Saravjeet Singh to Sarvjeet Singh.

[1662-1]

I, Sunita Sharma W/o Mahender Sharma R/o House No. 978-C, Small Flats, Dhanas, Chandigarh, have changed my minor son's name from Sumit to Sumit Sharma.

[1663-1]

I, Surinder Singh S/o Pritam Singh R/o H. No. 5, New Colony, Khuda Lahora, Chandigarh, have changed the name of my minor daughter from Parachi to Prachi.

[1664-1]

I, Lakhshay S/o Shri Rajinder Parshad, r/o House No. 576, Phase-1, Bapu Dham Colony, Sector 26, UT Chandigarh, have changed my name from Lakshay to Lakshay Gupta.

[1665-1]

I, Rajat Kumar S/o Sunil Kumar, House No. 2240, Sector 52, Chandigarh, have changed my name from Rajat Kumar to Rajat Gupta.

[1666-1]

I, Sunil Kumar, S/o Ram Sewak House No. 2240, Sector 52, Chandigarh, have changed my minor daughter name from Tanushka to Tanushka Gupta.

[1667-1]

I, Gade Nagalakshmi Chepuri W/o Satyakant Chepuri R/o House No. 1006, Sector 42-B, Chandigarh, have changed my name to Lakshmi Chepuri.

[1668-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."